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#### BEFORE THE POSTAL REGULATORY COMMISSION WASHINGTON, D.C. 20268–0001

COMPETITIVE PRODUCT PRICES
PRIORITY MAIL &
FIRST-CLASS PACKAGE SERVICE CONTRACT 95
(MC2019-97)
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2019-105

## USPS NOTICE OF AMENDMENT TO PRIORITY MAIL & FIRST-CLASS PACKAGE SERVICE CONTRACT 95, FILED UNDER SEAL

(September 8, 2020)

The Postal Service hereby provides notice that the terms of Priority Mail & First-Class Package Service Contract 95, in the above-captioned proceeding, have changed as contemplated by the contract's terms. A redacted version of the amendment to Priority Mail & First-Class Package Service Contract 95 is provided in Attachment A, and the unredacted amendment is being filed under seal. The amendment will become effective three business days following the day that the Commission completes its review of this filing.

This amendment will not materially affect the cost coverage of Priority Mail & First-Class Package Service Contract 95. Therefore, the supporting financial documentation and financial certification initially filed in this docket remain applicable. The Postal Service hereby incorporates by reference the Application for Non-Public Treatment originally filed in this docket, for the protection of the customer-identifying information that has been filed under seal.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorney:

Sean C. Robinson

475 L'Enfant Plaza, SW Washington, D.C. 20260-1137 (202) 268-8405 Sean.C.Robinson@usps.gov September 8, 2020

#### ATTACHMENT A

#### REDACTED AMENDMENT TO

### PRIORITY MAIL & FIRST-CLASS PACKAGE SERVICE CONTRACT 95

# AMENDMENT #2 OF SHIPPING SERVICES CONTRACT BETWEEN

THE UNITED STATES POSTAL SERVICE

AND

## REGARDING PRIORITY MAIL AND FIRST-CLASS PACKAGE SERVICE

WHEREAS, the United States Postal Service (the "Postal Service") and ("Customer") entered into a Shipping Services Contract, Priority Mail and First-Class Package Service Contract 95/Docket No. CP2019-105, regarding Priority Mail and First-Class Package Service on March 15, 2019.

WHEREAS, the Parties desire to amend the terms in Sections I.C and V in the Contract.

NOW, THEREFORE, the Parties agree that the Contract is hereby amended as detailed below. The existing Contract remains unchanged in all other respects. This Amendment shall become effective three (3) business days following the day on which the Commission issues all necessary regulatory approval.

[Replace Sections I.C and V, as follows.]

#### I. Terms

C. Customer will manifest Contract Packages as specified by the Postal Service, using a separate permit number to ship such packages, and will use the Electronic Verification System ("eVS"), successor eVS system or other approved payment method directly with the Postal Service (without intermediaries or Third Party Payment vendors). For avoidance of doubt, Customer's packages shipped using a different pay method are not covered by this Contract and will not receive Contract Prices in this Contract. The parties have mutually agreed to specific shipping locations from where Contract Packages must originate, along with the associated Customer Registration ID, Mailer ID and Payment Method information required for each shipping location, provided that dropshipping, as may be approved by the Postal Service, may originate from other locations. Contract pricing for any newly approved payment methods will be effective within fifteen (15) business days after the Postal Service receives written notification from Customer. Only Priority Mail Contract Packages, plus Customer's other Priority Mail packages ("Total PM Packages"), and First-Class Package Service – Commercial Contract Packages, plus Customer's other First-Class Package Service packages ("Total FCPS Packages"), shipped from authorized permits shall count toward the volume commitments expressed in Section I.E and Tables B and C.

#### V. Appeals

Customer may appeal a Postal Service decision regarding the calculation of prices, the amount of postage paid, or other implementation or operational issues under this Contract by submitting a written appeal via email, along with any and all supporting documentation, within thirty (30) calendar days of receipt of notification of the determination giving rise to the appeal to:

The appeal is forwarded to the Pricing and Classification Service Center (PCSC). The PCSC manager issues the final agency decision. Any decision that is not appealed as prescribed becomes the final agency decision.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the later date below:

UNITED	STAT Docusigned by: IC	CE	
Signed by			
Printed N	ame: Timothy R. Costello	A	
Title: Vi	ice President Sales		
Date:	9/3/2020		